

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS DISTRICT LODGE 160**

AND

CITY OF DES MOINES

March 1, 2016, through December 31, 2017

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 RECOGNITION AND BARGAINING UNIT	1
ARTICLE 2 MANAGEMENT RIGHTS.....	1
ARTICLE 3 UNION SECURITY	3
ARTICLE 4 UNION REPRESENTATION	4
ARTICLE 5 NON-DISCRIMINATION	5
ARTICLE 6 STRIKES OR LOCKOUTS	5
ARTICLE 7 EMPLOYEE RIGHTS.....	5
ARTICLE 8 EMPLOYEE PROBATION.....	6
ARTICLE 9 SENIORITY	6
ARTICLE 10 EMPLOYEE CLASSIFICATIONS.....	8
ARTICLE 11 LABOR MANAGEMENT COMMITTEE	8
ARTICLE 12 GRIEVANCE PROCEDURE.....	9
ARTICLE 13 DISCIPLINE & DISCHARGE PROCEDURES	10
ARTICLE 14 LEAVES OF ABSENCE	15
ARTICLE 15 HOURS OF WORK	17
ARTICLE 16 OVERTIME	18
ARTICLE 17 VACATION AND HOLIDAYS.....	18
ARTICLE 18 WAGES.....	20
ARTICLE 19 BENEFITS	20
ARTICLE 20 SUBCONTRACTING	21
ARTICLE 21 SAVINGS CLAUSE	22
ARTICLE 22 COMPLETE AGREEMENT	22
ARTICLE 23 TERM OF AGREEMENT	22

PREAMBLE

This Agreement is between the CITY OF DES MOINES, WASHINGTON (the "Employer") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT LODGE 160 (the "Union") for the purposes of setting forth the mutual understanding of the parties as to conditions of employment for those employees for whom the City recognizes the Union as the collective bargaining representative.

ARTICLE 1 RECOGNITION AND BARGAINING UNIT

- 1.1 The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time Court Clerk and Lead Court Clerk employees designated by the classifications as certified by the Public Employment Relations Commission Case No. 26922-E-14-3907, March 9, 2015, excluding supervisors, confidential employees, temporary or seasonal employees, and all other employees.
- 1.2 Temporary employees shall not be subject to the terms of this Agreement except as provided under Article 11.3. Should a temporary or seasonal employee be employed in the same position for more than twelve (12) months, the temporary or seasonal employee shall be considered a regular full-time or regular part-time employee. All benefits normally provided regular employees shall begin as of the date the employee changes status from temporary or seasonal to regular.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.1 The Employer retains and reserves all powers and author to manage its operations in an effective manner with the sole and unquestioned right and prerogative in accordance with applicable laws, regulations, and City ordinances and policies whether or not specifically mentioned in this Agreement and whether or not previously exercised, subject only to the limitations expressly stated in this Agreement. Such management rights shall include but not be limited to the following:
 - a. Determine the court's mission, policies, and to set forth all standards of service offered to the public;
 - b. To plan, direct, control and determine all operations, functions, and policies of the City and to modify such operations, functions and policies as they may affect employees in the Bargaining Unit;
 - c. To establish and administer a personnel system that provides for all types of personnel transactions, including determining procedures, standards for hiring, promotion, transfer, assignment, layoff, discipline, and classification of positions;

- d. To classify jobs, establish the qualifications for employment, and determine job descriptions and job content, with the understanding that job descriptions do not and cannot detail each and every minor incidental duty employees are expected to perform; nevertheless, employees are expected and required to perform all such duties;
- e. To train, supervise, and direct employees;
- f. To schedule and assign work;
- g. To assign overtime or not. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest;
- h. To approve and schedule all vacations and other employee leaves in accordance with the bid process listed in Article 15;
- i. To establish reasonable work and performance standards and, from time to time, to change those standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance and productivity of employees;
- j. To suspend, demote, discharge, or take disciplinary action against employees for cause;
- k. To determine and control the budget;
- l. To determine business hours;
- m. To determine the number of personnel, the methods, means, organization, and equipment for the operations of the department;
- n. To subcontract work with either public or private sector agencies or assign work to other City non-bargaining unit personnel only as provided in Article 23, Subcontracting.
- o. To determine physical, mental, and performance standards;
- p. To determine the length of shifts, starting and quitting times;
- q. To discontinue work that would be wasteful, unproductive or duplicative;
- r. To introduce and use new and improved methods, equipment, or facilities;
- s. To lay off employees for lack of work, funds, or the occurrence of conditions beyond the control of the employer or where such condition of work would be wasteful and unproductive;
- t. To lawfully inspect spaces assigned to Employees without consent provided the Employee has a right to be present;
- u. To make and modify rules and regulations for the operations of the Department and conduct of its employees;
- v. To recruit, hire, promote, transfer, assign employees into bargaining unit positions;
- w. To take any action necessary, including modifications of work schedule and work assignments, to carry out the city's mission in the event of emergency.

- 2.2 Delivery of court services in the most efficient, effective, and courteous manner is of paramount importance to the Employer, and, as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's right to determine the methods, processes and means of

providing court services; the right to increase, diminish, or change operations, in whole or in part; the right to determine court equipment, including the introduction of any and all new, improved, or automated methods or equipment; and the assignment of employees to a specific job within the bargaining unit in accordance with their job classification or title.

- 2.3 Probationary employment with the City is at will and the City expressly reserves the right to discharge probationary employees without advanced notice and without compensation except for time actually worked.
- 2.4 The City's Personnel Manual shall apply to members of this bargaining unit. However, in the event of a conflict between a specific provision of this Agreement and any guideline, regulation, or rule of the City, the provision of this Agreement shall control. In addition, the parties agree that the City has the sole right to amend, modify, adopt, or change any such personnel policies; provided that the Union is given fifteen (15) days advance notice and an opportunity to comment.
- 2.5 The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to any grievance procedure or to bargaining during the term of this Agreement, except where such exercise is in violation of the express written terms of this Agreement.
- 2.6 The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to any grievance procedure or to bargaining during the term of this Agreement, except where such exercise is in violation of the express written terms of this Agreement.

ARTICLE 3 UNION SECURITY

- 3.1 MAINTENANCE OF MEMBERSHIP — All employees and newly hired employees covered by this Agreement shall become members of the Union within thirty-one (31) days from the effective date of this Agreement or within thirty-one (31) days from the date of employment, whichever is later and shall remain members of the Union in good standing as a condition of continued employment. For the purpose of this Article, membership in the Union shall be deemed to have been maintained if the employee has not failed to tender his/her normal monthly dues and/or initiation fee for an accumulative period of two (2) months.
- 3.2 PAYROLL DEDUCTION — The Employer shall deduct monthly dues required of the employees in the Bargaining Unit who voluntarily execute a wage assignment authorization form. The Employer will deposit such dues and shop Agency Fee with IAM District Lodge 160, 9135 - 15th Place South, 2nd Floor, Seattle, Washington 98108-5190. The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.
- 3.3 NEW EMPLOYEES — The Employer will notify the Union of all new hires involving Bargaining Unit positions within thirty (30) days of hire. All newly hired employees shall be introduced to the Chief Steward or designee who will be allowed fifteen (15) minutes to brief the new hire on the collective bargaining agreement, Union membership and related matters as part of the new hire orientation.

- 3.4 "FAIR SHARE PROVISION" AND RELIGIOUS EXEMPTION – Employees who choose not to be members of the Union shall make "fair share" payments, not to exceed an amount equal to Union dues, in lieu of Union dues. These payments shall be for costs of the Union which are germane to the collective bargaining processing. Such payments shall be made in the amounts allowed under applicable federal and state law for such payments. These payments shall be remitted to the Union by payroll deduction or paid directly to the Union before the end of each month. The Union shall provide advance information as to the amount and calculation of the fair share payment to any Employee who requests the information. If an Employee wishes to challenge the amount of the fair share payment, an independent arbitrator shall be selected by the American Arbitration Association from their outside panel of arbitrators. The Employee and the Union shall share equally the cost of the arbitration. Initiating such a challenge shall not relieve the Employee's requirement to continue to make fair share payments. Religious exemptions shall be handled as per Washington State law.

ARTICLE 4 UNION REPRESENTATION

- 4.1 A shop steward shall be granted reasonable time to participate in grievance meetings with the Employer and/or to accompany an employee in an investigatory interview.
- 4.2 UNION OFFICIALS TIME OFF – An employee who holds a Union position (Shop Steward and/or member of the Negotiating Committee) may be granted time-off while conducting business vital to the employees in the bargaining unit provided:
- a. They notify the Employer in writing at least forty-eight (48) hours prior to the time-off period, or as otherwise mutually agreed to with the Employer;
 - b. The Employer is able to properly staff the employee's job duties during the time-off period;
 - c. The wage cost to the Employer is no greater than the cost that would have been incurred had the employee not taken time-off; and
 - d. Employees shall not transact Union business while working on shift, except up to two designated representatives may participate in contract negotiation meetings with the employer, or as otherwise mutually agreed to with the Employer.
- 4.3 UNION VISITATION – An authorized representative of the Union shall have access to the City's workplace at reasonable times for the purpose of investigation of grievances, resolving disputes and ascertaining that the Agreement is being adhered to, provided that such visit shall not interfere with the work process or cause undue interruption of the employees' work schedule.
- 4.4 UNION BULLETIN BOARDS – The Employer shall provide suitable non-public space for the Bargaining Unit to use a bulletin board in each City building staffed by Bargaining Unit employees. Postings by the Bargaining Unit on such boards shall be confined to official business of the Union.

ARTICLE 5 NON-DISCRIMINATION

- 5.1 Neither the Employer, the Union nor any employee shall in any manner whatsoever discriminate against any employee or applicant for employment on the basis of race; color; religion; creed; sex; marital status; national origin; age; or sensory, mental or physical disabilities. Nothing shall prevent the City from establishing bona fide occupational qualifications (BFOQ).
- 5.2 No employee shall be discriminated against because of membership or non-membership or lawful activity in the Union, provided such activity is not carried on so as to interfere with the normal work process.

ARTICLE 6 STRIKES OR LOCKOUTS

- 6.1 Employees shall perform their assigned duties to the best of their abilities. Neither the Union nor any employee shall cause, engage in, sanction, encourage, direct, request, or assist in a slow-down, work stoppage, interruption of work, or strike of any kind, including a sympathy strike, or any interference with the efficient operation of the Court. The Employer shall not cause, permit, or engage in any lockout of its employees. The Employer, employees, and Union shall comply with state law as prescribed by the Revised Code of Washington 41.56.120 as currently enacted or as hereafter amended.

ARTICLE 7 EMPLOYEE RIGHTS

- 7.1 The Employer recognizes and agrees that employees covered by this Agreement are entitled to all rights and privileges accorded ordinary citizens under all applicable provisions of the United States and State Constitutions as well as the rights and privileges granted by any and all applicable laws and this Agreement. If a meeting is called for disciplinary action, and employee may request a Union Representative to be present.
- 7.2 Employees shall have the right to review their personnel file on break time, lunchtime, or leave status, and request in writing amendments of any statements in their file. Any Employer's decision regarding a proposed amendment shall be in writing. If amendment is refused, the employee shall be entitled to have a rebuttal statement placed in the file. All performance evaluations shall be reviewed with the employee before being included in their personnel file. Employees shall sign the evaluation as evidence that it has been reviewed with them. An employee's signature does not necessarily indicate agreement.
- 7.3 An employee shall have the right, upon request, to have the Union Steward and/or Union Representative present at any meeting during which an employee reasonably believes discipline may be implemented against the employee. Informal discussions regarding work performance, attendance, etc., and meetings to discuss performance evaluations are not subject to this Article.
- 7.4 Any interview of an employee shall be at a reasonable hour, when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.

- 7.5 All employee interviews shall take place at an Employer's facility, except when impractical. Where an employee is the subject of an investigation, the employee shall be afforded opportunities and facilities to contact and consult privately with the Union Steward or Union Representative before being interviewed. Upon the employee's request, the Union Steward or a Union Representative shall be present during the interview, if requested, and may provide the employee with full representation.

ARTICLE 8 EMPLOYEE PROBATION

- 8.1 PROBATION (FULL-TIME) — Employees appointed to regular full-time positions shall serve a probationary period of twelve (12) months and shall have no seniority rights during that period. After twelve (12) months an employee's seniority date shall become the date on which the employee started the probation period. The Union may not question the dismissal of any employee during the probation period nor shall the dismissal be the subject of a grievance.
- 8.2 PROBATION (PART-TIME) — Employees appointed to regular part-time positions shall serve a probation period of twelve (12) months, or shall be given credit for time worked based on pro rata hours worked (based on a 2,080-hour year), and shall have no seniority rights during that period. After twelve (12) months, or within the pro rata period set forth above, an employee's seniority date shall become the date on which the employee started the probation period. The Union may not question the dismissal of any employee during the probation period nor shall the dismissal be or become the subject of a grievance.
- 8.3 PROMOTION PROBATION — The probationary period for an employee who has been promoted to a new classification shall be twelve (12) months. If an employee's performance in the new classification is found to be unacceptable, as determined by the Employer, and if the employee is qualified to return to the position from which the employee was promoted, the employee shall have the right to return to the position from which the employee was promoted. The Union may not question the Employer's decision to return the employee to his/her previous position. Nor shall the Union question or grieve the Employer's decision to return the employee to his/her previous position.

ARTICLE 9 SENIORITY

- 9.1 Seniority shall be the amount of continuous service within a regular bargaining unit position. Seniority shall date back to the employee's date of hire in a regular status in the bargaining unit, but shall not be established until completion of the employee's probationary period. An employee may be disciplined and/or discharged during his probationary period without recourse to the grievance procedure contained herein.
- 9.1.1 Each calendar year, upon the request of the Union, the Employer will provide the Union with a seniority list showing the name, present classification, first date of compensated work in the bargaining unit and the employee's initial date of hire for each employee in the bargaining unit.
- 9.2 An employee's seniority shall be broken so that no prior period of employment shall be counted and their seniority shall cease upon:

- a. Retirement;
- b. Voluntary termination or job abandonment;
- c. Discharge;
- d. Failure of the employee to notify the employer of his willingness to return to work upon recall from a layoff within ten calendar days after mailing a written notice from the employer to the employee's last known address appearing on the employer's records;
- e. Failure to return to work promptly after an authorized leave of absence;
- f. Layoff exceeding fifteen (15) months; or
- g. Unauthorized leave from work beyond three working days.

9.3 The period of layoff or unpaid leave of absence will not count toward the computation of the amount of "continuous time in service".

9.4 LAYOFF – Layoff shall be by classification. In the case of a layoff, employees shall be retained on the basis of job performance. When job performance is relatively equal, the employee with the shortest length of continuous service shall be laid off first. Relative job performance shall be determined on the basis of qualifications, past job performance evaluations and current job evaluations. Qualifications shall be determined by the knowledge, abilities and skills required for the affected position, as stated in the classification descriptions, and the employee's ability to perform the remaining work without further training.

9.4.1 The employer shall use no less than the last three (3) job performance evaluations in the determination of which employee is to be laid off. However, if an employee has less than three years of work in any of the classifications (can be cumulative) then those job performance evaluations shall be utilized.

9.4.2 Such person designated for layoff may bump an employee in a lower bargaining unit job classification the employee has previously held and/or which the employee is qualified (skills and ability) to hold. The employee to be bumped and laid off from the lower classification shall be selected through the process described in this Article.

9.5 RECALL – In the case of recall, those employees laid off last shall be recalled first. An employee on layoff shall keep both the Employer and the Union informed of the address and telephone number where he can be contacted. Failure of the employee to notify the Employer of his willingness to return to work upon recall from layoff within ten (10) calendar days after mailing of written notice from the Employer to the employee's last known address appearing on the Employer's records shall cause the Employer's obligation to recall the employee to cease.

9.5.1 The Employer shall have no obligation to recall an employee after he has been on continuous layoff for a period of fifteen (15) months.

9.5.2 During a period of lay-off recall, no temporary employees may be hired until laid off bargaining unit members have been offered the position. The declination or acceptance of a temporary position will not affect the recall status of the individual.

ARTICLE 10 EMPLOYEE CLASSIFICATIONS

- 10.1 FULL-TIME REGULAR EMPLOYEES – “Full-time employee” means any position in which the employee regularly works forty (40) hours per week in an ongoing, year-round position.
- 10.2 PART-TIME REGULAR EMPLOYEES – “Part-time regular employee” means an individual appointed to an ongoing, year-round position of fewer than forty (40) hours per week on a regular basis. Part-time regular employees who work at least sixteen (16) hours per week shall accrue vacation, sick leave, seniority, and holiday benefits in direct ratio to hours worked. Part-time regular employees who work thirty (30) or more hours per week on a regular basis are eligible for medical, dental, vision, life, and long term disability insurance.
- 10.3 TEMPORARY EMPLOYEES – “Temporary employee” means an individual appointed to an ongoing, year-round position of less than 16 hours per week, or to a full-time or part-time specific assignment lasting less than twelve (12) months. No regular full-time or regular part-time employee shall be displaced by the use of temporary employees, except by mutual consent of the Employer and the Union.
- 10.4 SEASONAL EMPLOYEES – “Seasonal employee” means a temporary employee appointed to a position doing work typically performed at the same season of each calendar year, with an annual employment of less than five (5) months. No regular full-time or regular part-time employee shall be displaced by the use of seasonal employees, except by mutual consent of the Employer and the Union.
- 10.5 Pursuant to WAC 391-35-350, temporary and seasonal employees shall not be subject to the terms of this Agreement unless they work more than 347 hours in a rolling twelve-month period, they remain available for work on the same basis, and there is an expectation of continued employment.
- 10.6 NEW CLASSIFICATIONS – Should the Employer establish a new Bargaining Unit classification during the term of this Agreement, the Employer will notify the Union. If the union objects to the proposed wage rates, the Employer and the Union will attempt to arrive at mutual agreement on wage rates for the new Bargaining Unit classification. If no agreement is reached, the Employer shall implement its proposed wage rate.

ARTICLE 11 LABOR MANAGEMENT COMMITTEE

- 11.1 LABOR MANAGEMENT – The Employer and the Union agree that a need exists for close cooperating between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Union and the Employer require consideration. To accomplish this objective, the Employer and the Union shall establish a Joint Labor-Management Committee which shall be comprised of participants from both the Employer and the Union. The committee shall meet as mutually agreed for the purpose of discussing and facilitating the resolution of problems which may arise between the parties. While it is not the purpose of the Committee to reopen collective bargaining negotiations or to change the terms of this Agreement, the Union and Employer may mutually agree to change, add, or delete any provision of this Agreement; such change shall be set forth in a Memorandum of Understanding, signed by authorized Employer and Union Representatives. Either the Employer or the Union may request a meeting of the Committee. The party requesting the meeting shall do so in writing listing the issues they wish to discuss.

- 11.2 No more than two (2) duly authorized representatives of the Union, excluding the business representative, shall function as one-half (½) of the committee, the other half being no more than two (2) representatives of the Employer. In the event the issues being discussed require the attendance of the business representative, an additional Employer representative will also attend.

ARTICLE 12 GRIEVANCE PROCEDURE

- 12.1 GRIEVANCE DEFINITION – A grievance is a complaint by a regular, full or part-time (non-trial period) employee or group of regular employees alleging a violation of a specific provision of this Agreement or discipline involving loss of pay or monetary benefits. A complaint by an eligible employee regarding discipline that involves a loss of pay or monetary benefits may only be processed through Step 2 of the grievance procedure herein.
- 12.2 GRIEVANCE PROCEDURE STEPS – A grievance shall be handled in the following manner:
- 12.2.1 STEP 1 – The aggrieved employee or group of employees shall present the grievance orally to the immediate supervisor within ten (10) business days of its occurrence (or discovery of occurrence), not including the day of the occurrence. The supervisor shall give an oral reply within ten (10) business days of the date of presentation of the grievance, not including the date of the presentation. If the grievance is resolved at Step 1, the supervisor shall prepare a memorandum to the grievant(s) setting forth the terms of the resolution. A copy of this memorandum should be sent to the Department Director and Human Resources Manager at the time it is sent to the grievant(s).
- 12.2.2 STEP 2 – If the grievance is not settled at Step 1 it shall be: (1) reduced to writing, stating the specific section of this Agreement that was allegedly violated and describing the remedy, adjustment, or other corrective action sought; (2) dated; (3) signed by the aggrieved employee or group of employees; and (4) presented to the Department Director within ten (10) business days after the supervisor's oral reply is given, not including the day the answer is given. The Department Director shall reply in writing to the grievant(s) within ten (10) business days of the date of the presentation of the written grievance, not including the day of the presentation. If the grievance is resolved at Step 2, the Department Director shall prepare a memorandum to the grievant(s) setting forth the terms of this resolution. The Human Resources Manager should be provided with a copy of this memorandum at the time it is sent to the grievant(s).
- 12.2.3 STEP 3 – If the grievance is not settled at Step 2, and alleges a violation of a specific provision of this Agreement, the written grievance shall be presented, along with all pertinent correspondence and information to the City Manager within five working days after the Department Director's response is given, with a copy going to the Department Director. The City Manager may meet with the aggrieved employee or group of employees, the immediate supervisory personnel and the Department Director. The City Manager shall reply to the grievant(s) in writing within ten (10) working days of the date of presentation of the written grievance, not including the day of presentation.
- 12.2.4 Step 4 – If the grievance is not resolved by the City Manager, the grievance may, within fifteen (15) calendar days, be referred to a mediator. The Union or the City Manager shall forward a request to the executive director of the Public Employment Relations Commission (PERC) to assign a mediator from his or her staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.

- a. Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- b. The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
- c. The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/she shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.
- d. If mediation fails to settle the dispute, the mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.

ARTICLE 13 DISCIPLINE & DISCHARGE PROCEDURES

- 13.1 STANDARDS OF CONDUCT AND DISCIPLINE – It is the responsibility of all employees to represent the City to the public in a courteous, efficient, helpful and friendly manner. Public employees are often judged by the public they serve on first impressions and surface appearances. How the public perceives city employees influences its willingness to understand and support the needs of the City. Employees are expected to be cheerful, respectful and positive in attitude even when dealing with citizens under difficult circumstances.

Employees also should use basic tact, respect and courtesy toward their fellow employees; adhere to City policies, procedures, safety rules and safe work practices; comply with directions from supervisors; and preserve and protect the City's equipment, grounds, facilities and resources.

- 13.2 RULES OF CONDUCT – In the interest of the City and the public, it is desirable at all times, whether off-duty or on-duty, that an employee's conduct reflects favorably on the employee, his or her fellow employees, and the City. Off-duty misconduct may result in discipline when it renders an employee less capable of performing his or her duties and responsibilities, or when it reflects unfavorably upon an employee's continuing qualifications for employment.

It is the City's policy to place as few restraints on employee personal conduct as possible. The City relies on each employee's good judgment and sense of responsibility as the principal source of guidance for conducting day-to-day duties and responsibilities. However, for the protection of the City's business interests and other employees, certain rules of conduct have been established. The rules are formalized for each employee's information and to minimize the likelihood of any employee, through misunderstanding or otherwise, becoming subject to disciplinary action.

The occurrence of any of the actions set forth in the general rules of conduct section is deemed a sufficient justification for the imposition of the disciplinary procedures set forth in this section.

- 13.3 IMMEDIATE DISCHARGE – There are certain kinds of actions that cannot be permitted to occur because of their impact on other employees and the City. Such offenses may result in discharge on the first occurrence with cause. The following list contains examples of such

offenses. This list of examples is not all-inclusive. Before a final decision is made regarding a discharge, the City will convene a pre-termination meeting as provided for in the section on discharge.

The occurrence of any of the following is deemed a sufficient justification for immediate discharge:

- a. Theft, misappropriation or removal of city property or the property of employees, clients or customers.
- b. Knowing, intentional or repeated falsification of any application for employment or any report, record, time sheet or city records.
- c. Soliciting and/or accepting payment, gifts or any item of value for service performed during the regular workday, whether or not the services are performed on behalf of the City and whether or not city vehicles or equipment are used.
- d. Willful alteration, destruction or waste of city property, facilities, records or equipment, wherever located, or the destruction of another employee's property.
- e. Bringing alcohol (except for authorized city festivals such as Waterland), narcotics or other controlled substances onto city property or into city vehicles; the use of alcohol, narcotics or other controlled substances on city property or in city vehicles; reporting to work or being under the influence of alcohol, narcotics or other controlled substances while on working time, or while on city property or in city vehicles.
- f. Giving or taking a bribe of any nature as inducement for obtaining or retaining a job or position.
- g. Serious or repeated disorderly conduct or insubordination. Insubordination includes, but is not limited to: neglect of duty, or refusal or failure to obey orders or instructions in the line of duty; public disrespect displayed toward a supervisor or the City while performing work for the City; and abusive language to any supervisor.
- h. Threatening, intimidating, coercing or interfering with supervisors or other employees.
- i. Deliberate attempts to injure another employee or fighting on city property.
- j. Sleeping during working hours.
- k. Unauthorized possession of firearms, explosives or any dangerous weapons while performing city work.
- l. Participating in an unauthorized work stoppage or slowdown.
- m. Recklessness resulting in a serious accident while on duty, whether on city property or while driving a city vehicle.
- n. Repeated, unwelcome racial or sexual harassment directed toward another employee, including but not limited to demands for sexual favors in exchange for employment, retention of job, promotion or other employment benefits. Repeated use of racial epithets, slurs, insults or jokes.
- o. Conviction of a gross misdemeanor or felony.
- p. Being untruthful about one's actions when questioned.

If cause dictates that immediate discharge is warranted the employee's supervisor may relieve the employee from duty on the spot and suspend the employee without pay pending a final decision on discharge as provided in these policies.

- 13.4 OTHER DISCIPLINARY ACTIONS -There are certain types of actions that should not occur, but normally, it is the reoccurrence of the action rather than the first occurrence of the action which results in discharge. For such actions, a regular employee will normally receive a written or verbal warning, be suspended without pay or placed on disciplinary probation prior to discharge, depending upon all the facts and circumstances presented in each instance. The following section contains examples of such offenses. This list of such offenses is not all-inclusive.

The occurrence of any of the following is deemed sufficient justification for the imposition of lesser discipline such as a warning, suspension without pay or probation as set forth in the succeeding section, although under appropriate circumstances, the City may immediately discharge the offender with cause:

- a. Ignoring safety rules or common safety practices.
- b. Engaging in disorderly conduct, horseplay, immoral conduct or insubordination; using uncivil, insulting, vile or obscene language.
- c. Failure to report occupational injuries or accidents, including motor vehicle accidents, promptly to the employees' supervisor.
- d. Engaging in activities other than assigned work during working hours and/or while operating city equipment, without approval in advance by an employee supervisor.
- e. Acting in an insulting, disrespectful, rude, insolent or uncivil manner toward any customer or other person while working for the City, or while operating city equipment or on city premises.
- f. Failure to exercise the care and attention to one's work as required by the circumstances resulting in unsafe or potentially unsafe conditions.
- g. Smoking in restricted or prohibited areas, whether on city property or otherwise.
- h. Accepting secondary employment with another employer in violation of Section 13.5 below.
- i. Acting in any manner inconsistent with general rules of conduct necessary to the welfare of the City or its employees.
- j. Unexcused or excessive absences or tardiness.
- k. Leaving work before the end of the shift or not being ready to begin work at the start of the shift or working overtime without permission of a supervisor.
- l. Spending unnecessary time away from work.
- m. Unauthorized possession or use of any city property, equipment or materials.
- n. Carrying an unauthorized passenger in a city vehicle.
- o. Contributing to unsanitary conditions or poor housekeeping.
- p. Use of city property, time or confidential information for personal financial gain.
- q. Sexual or racial harassment or other unlawful discrimination toward another employee.
- r. Having wages or salary subject to a writ of garnishment for three or more separate indebtedness in a continuous 12-month period.
- s. Unsatisfactory work performance.

13.5 OUTSIDE EMPLOYMENT - The City does not encourage employees to hold second jobs, or have an active interest in outside business enterprises, though it does not object to employees doing so provided the following conditions are met. Engaging in employment or business enterprises that interfere with or reduce the efficiency of City employment may be grounds for disciplinary action. Prior to accepting any outside employment or outside business enterprise, employees must notify the department director or designee of their intention to do so. Outside employment or outside business in enterprise must:

- a. In no way detract from the efficiency of the employee while performing City duties;
- b. Present no conflict of interest with City affairs;
- c. Not take preference over extra duty required by City employment; and
- d. In no way involve the use of any City resources such as copiers, telephones, supplies, other equipment, or time.

13.5.1 The City understands that a regular part-time employee must often obtain outside employment to supplement the City's inability to provide full-time hours. Therefore, the City will give fifteen (15) calendar days' notice of any change to the regular part-time employee's regular schedule including any mandatory overtime, unless otherwise mutually agreed.

13.6 LEVELS OF DISCIPLINE - It is the goal of the City to apply fair and equitable disciplinary action with cause. However, the City reserves the right to decide disciplinary actions applicable for the conduct. The City may skip steps in the following sequence whenever, in its judgment, circumstances require an abbreviated disciplinary procedure. An administrative leave may be used, with or without pay, pending the results of an investigation.

- a. ORAL WARNING - Oral warnings may be given for minor offenses or to bring to the attention of an employee potential work performance problems. Oral warnings may include an explanation of the violation or problem and requests for corrective action on the part of the employee. A notation of each oral warning should be placed in a file and maintained by the supervisor for future reference. In addition, the offending employee may be handed a warning slip.
- b. WRITTEN WARNING - A written warning may be given for a more serious offense or when the employee, who has been orally warned for minor offenses or problems in his or her work performance, repeats them or fails to take corrective action. Written warnings may contain: a statement of the facts; a statement of the discipline being given, if any; if appropriate, the employee's explanation and reason for the violation; the required corrective action on the part of the employee, if appropriate; a written and definite period of disciplinary probation during which the employee must clearly demonstrate improvement; and a statement indicating further disciplinary action may follow if correction is not achieved. The employee and any other person who may be present at the discussion may sign the warning. The warning should be signed by the employee's direct supervisor and the city Department Director involved. Copies of written warnings are to be forwarded to the City Manager and the Human Resources Manager. After review with the employee, a copy of the written warning is to be given to the employee and a copy is to be entered into the employee's personnel file.
- c. SUSPENSION/FINAL WARNING - A suspension may be given for serious infractions of employee rules of conduct which are not deemed sufficient justification for immediate discharge, or for repeated offenses, or for failure to correct an action for which a written warning was previously given. A suspension is time off without pay for disciplinary reasons, and will be for as long as the City determines is reasonable.

and necessary for a specific violation. In each case of disciplinary suspension, a written memo should be prepared and may indicate: the event or events which led to the suspension; the duration of suspension; a statement indicating required corrective action on the part of the employee; if appropriate, the employee's explanation or comment; and a statement indicating that it is a "final warning" and further indicating that the employee may be discharged upon the occurrence of another infraction or failure to correct the action within the stated time.

The employee and any other person who may be present at the discussion may sign the memo. The memo must be signed by the employee's direct supervisor and the Department Director involved, with copies forwarded to the City Manager and the Human Resources Manager. After review with the employee, a copy of this memo is to be given to the employee and a copy is to be entered into the employee's personnel file.

- d. **DISCIPLINARY PROBATION** – An employee may be placed on disciplinary probation for any violation of rules as listed above. Such an employee will be given a written statement of the action taken, the reasons for the action and the consequences of repeating or engaging in further or other unacceptable behavior. This written statement shall be given to the employee at the time the employee is placed on disciplinary probation or within two (2) days thereafter. A copy of this written statement shall be placed in the employee's personnel file.

Disciplinary probation may be for any period not to exceed twelve (12) months. During the disciplinary probation period, the regular employee must show the required improvement necessary to remain in the job. If the regular employee fails to correct his or her performance or repeats the unacceptable conduct during the disciplinary probation period, the employee may be discharged. All discharges shall be in accordance with the City's policy on pre-discharge meetings.

- e. **DISCHARGE** – When the supervisor feels that the nature of a violation warrants discharge, or if the discharge is a result of the disciplinary procedure where the desired corrective action was not achieved by one or all of the steps above (written warning, suspension, etc.), the supervisor will prepare a written report to his or her Department Director and the Human Resources Manager. The written report may include the reason(s) for the discharge; information on any previous warnings or disciplinary actions which may be relevant; a brief summary of the regular employee's past work record and length of employment with the City; and any other relevant information. The Department Director, the Human Resources Manager, the City Attorney and the employee's direct supervisor will process the case together and present their findings and recommendation to the City Manager. Before the final decision is made regarding a discharge, a meeting shall be convened as follows:

No regular employee shall be terminated without a pre-discharge meeting. The employee shall be provided with a written notice of the charge or grounds for termination and a summary of the City's evidence. The employee shall be given an opportunity to respond to these charges, either orally or in writing, and to explain why the City should not go ahead with the discharge. Although the Department Director's explanation of the City's evidence should be sufficient to inform the employee of the basis for discharge, this procedure shall not be construed to limit the City at any subsequent hearing or proceeding from presenting a more detailed and complete case, including the presentation of witnesses and/or documents not introduced at the discharge meeting. Should the City Manager or Department Director determine to

proceed with the discharge, or some alternative disciplinary action, the City will give the employee written notice of discipline without undue delay.

ARTICLE 14 LEAVES OF ABSENCE

- 14.1 SICK LEAVE – All full-time employees shall accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Employees shall accrue one-half of their monthly sick leave accrual at the end of the first pay period of the month and the second half at the end of the second pay period. Part-time employees shall accrue sick leave benefits on a pro rata basis according to hours worked.
- 14.1.1 Sick leave benefits are earned from the date of employment, and may be utilized from date of employment. Employees do not earn sick leave benefits during a leave without pay. Employees do not earn sick leave benefits, and may not use any earned but unused sick leave benefits, during a suspension without pay. Employees continue to earn sick leave and vacation time while on paid sick leave.
- 14.1.2 Sick leave benefits not used during the calendar year in which they are earned may be carried over and used during succeeding calendar years. Such benefits may be carried over into successive calendar years so long as the employee remains employed by the City. Employees who transfer to another department retain any accumulated sick leave benefits after transfer to their new position.
- 14.1.3 Sick leave benefits may be used by eligible employees for any absence due to personal injury, bereavement, illness or temporary disability which keeps the employee from performing the employee's regular duties, paternity leave for ten days after the birth or adoption of a child under the age of six, medical and dental appointments, absences of reasonable duration occasioned by the illness or injury of a minor child or spouse, or the need to accompany a minor child to a medical or dental appointment, provide care for a child with a health condition, provide care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition, exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others, or use of prescription drug which impairs job performance or safety. Sick leave benefits may be used for actual periods of temporary disability associated with pregnancy or childbirth during which the employee is physically unable to perform her duties as certified by a licensed physician. For the purposes of this section, "child" is defined by RCW 49.12.265. "Health condition", "serious health condition", "emergency condition" and "mental or physical disability" are defined by WAC 296-130-020 (10-14).
- 14.1.4 In the event an employee exhausts his or her accrued sick leave, the employee has the option to use accrued vacation leave or compensatory time.
- 14.1.5 Employees injured on the job shall not simultaneously collect sick, vacation or compensatory leave and worker's compensation payments greater than the employee's regular pay. When and if the employee's sick leave is exhausted, compensatory time or accrued vacation leave may be used. In any event, the Employer shall pay only up to the maximum of the difference between the payment received under worker's compensation by such employee and the employee's regular straight-time rate of compensation that the employee would have received from the Employer if able to work. Such payment by the Employer shall be limited to the period of time that such employee has accumulated paid sick leave. The foregoing shall be accomplished by the employee "buying back" sick leave used with the time loss money from

worker's compensation. Upon receipt of each time loss check, the employee keeps those funds and is required to "buy back" sick leave by submitting a personal check or money order made payable to the Employer for the same dollar amount, and that payment will be credited back to the employee's sick leave balance.

- 14.1.6 Payment of sick leave benefits is conditioned upon the employee notifying the supervisor or Department Director, or designee, of the employee's absence(s) as outlined in Section 4.H Attendance and Tardiness/Absenteeism of the Personnel Manual. Failure to give the required notice may result in no payment of sick leave benefits or other compensation for such absence(s).
- 14.1.7 The employee may be required to provide certification of illness from a qualified health care provider if so requested by the employee's immediate supervisor or Department Director, or designee, whenever absent for three (3) or more days. Medical certification may also be required in the event an employee calls in sick on a day when a vacation request was denied or not granted by way of the vacation bidding process, or for absences or tardiness in an established pattern such as when particular job duties are performed, on a day before or after days off, holidays, scheduled vacation, or weekends. The employee shall be required to provide a written release to return to work from a qualified health care provider whenever requested by the employee's immediate supervisor or the Department Director, or designee. The City may require any employee returning after an absence to be examined by a second qualified health care provider of the City's choice. If the City deems that a second exam is required, the City will pay any and all cost related to such an exam.
- 14.1.8 Any employee found to have abused sick leave privileges by falsification or misrepresentation shall be subject to corrective action, including but not limited to repayment to the City of any amounts paid to such employee for such periods of absence, or discipline, up to and including discharge.
- 14.1.9 Employees who utilize twenty-four (24) hours or less of sick leave in any calendar year shall receive 10 (ten) hours of vacation time. This is calculated per calendar year and is not available for people who work less than a full year. The employees who qualify for this additional vacation time, and the respective Department Director, shall receive a notice of the qualification in January immediately following the completion of the applicable calendar year. The time is immediately available upon notification and the use of this time follows the same guidelines as noted in Section 7.C of the Personnel Manual.
- 4.1.10 Employees with a sick leave balance of at least two-hundred (200) hours at the beginning of a calendar year, who use less than twenty-four (24) hours of sick leave in that calendar year shall, in February of the following year, have twelve (12) hours of their sick leave balance cashed and deposited into their 457 plan.
- 14.1.11 Employees who use all their accumulated sick leave and require more time off work due to illness or injury may submit a request to the City Manager for a leave of absence as specified by Section 7.I of the Personnel Manual.
- 14.1.12 Employees may take sick leave for care of family including spousal equivalent under the Washington Family Care Act and the Family Medical Leave Act as currently enacted or as may be amended.
- 14.2 SHARED LEAVE - Employees shall be eligible for shared leave in accordance with the current Employer policy contained in Section 7.J of the Personnel Manual, with the provision that the employee shall have exhausted all accumulated vacation, holiday and comp-time and all but

forth (40) hours of accumulated sick leave. The Employer reserves the right to change the Shared Leave policy, provided that the Union is offered the opportunity to comment and provide input prior to the change and the change is applied uniformly to all employees covered by Section 7.J.

- 14.3 LIGHT DUTY - Light duty may be provided per Section 4.L of the City of Des Moines Personnel Manual.
- 14.4 BEREAVEMENT - When a death occurs in an employee's immediate family, the employee may take up to two (2) days of paid bereavement leave which is not counted against any other leave. In addition, the employee may use up to eight (8) hours of sick leave for bereavement leave for in-state deaths and up to twenty-four (24) hours of sick leave for out-of-state deaths. The timing of bereavement leave will be by mutual agreement between the employee and the Department Director, or designee. An employee is not paid for any days off if the employee would not otherwise have been entitled to compensation for that day. Bereavement leave pay shall be that amount the employee would have earned had the employee worked his or her regular work schedule during the leave. An employee may be granted a bereavement leave prior to completion of the probationary period. "Immediate family" as used in this section is defined as an employee's spouse, spousal equivalent in a cohabitation relationship, parents, grandparents, children, adopted children, foster children, grandchildren, brothers, sisters, first cousins, nephews, nieces, aunts, or uncles, and/or corresponding in-laws and "step" relations. Additional paid bereavement leave using sick leave or other leaves may be approved by the City Manager on a case-by-case basis.

ARTICLE 15 HOURS OF WORK

- 15.1 WORK SCHEDULE - A regular, full-time work schedule is 40 hours per week. Work schedules shall be set per Section 2.1.f.
- 15.2 Any change in normal work schedules shall be posted on the Union bulletin board and sent by email to affected employees at least ten (10) calendar days prior to the effective date of the change. These notice requirements shall not apply to work schedule changes that are implemented due to an emergency or at the employee's request or if otherwise mutually agreed upon.
- 15.3 REST PERIODS - Employees shall receive a rest period of fifteen (15) minutes on the Employer's time for each four (4) hours of working time and shall be scheduled as near as possible to the midpoint of each four (4) hour work period. By mutual agreement between the employee and the Employer, the rest periods may be taken at a time other than stated above.
- 15.4 MEAL PERIODS - Employees shall receive a meal period of at least thirty (30) minutes, not to exceed sixty (60) minutes, which shall be on the employee's own time, between hours of 11:00 a.m. and 1:00 p.m., except when Court operations require that lunch be taken outside of these hours.

ARTICLE 16 OVERTIME

- 16.1 OVERTIME - All hours worked in excess of the employee's regular schedule in a day, with an eight (8) hour minimum, or forty (40) hours in a week shall constitute overtime. Vacation and holiday time shall be considered hours of work for the purposes of calculating overtime. Overtime shall be paid at the rate of one and one-half (1½) times the employee's regular straight-time hourly rate of pay.
- 16.1.1 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion (eight (8) or more minutes) of each fifteen (15) minute increment being paid as fifteen (15) minutes.
- 16.1.2 In lieu of overtime pay, compensatory time-off may be accrued upon the request of the employee and the approval of the employer. Scheduling of compensatory time-off shall be subject to the approval of the employee's supervisor. Compensatory time-off shall be taken at the rate of one and one-half (1½) times the hours worked. The maximum number of hours that can be accumulated is forty (40) hours.
- 16.1.3 Employees shall not accrue additional leave (sick leave or vacation), health or other insurance benefits while on overtime.

ARTICLE 17 VACATION AND HOLIDAYS

- 17.1 VACATION - Each regular full-time employee shall accrue vacation leave at the following rates:

Years of Employment	Vacation Hours Earned	Carryover Maximum
0 - 3 years	8 hours per month	255 hours
4 - 6 years	10 hours per month	270 hours
7 - 10 years	12 hours per month	285 hours
11 - 15 years	14 hours per month	300 hours
16+ years	16 hours per month	315 hours

- 17.1.1 Employees accrue one-half of their monthly vacation accrual at the end of the first pay period of the month and the second half at the end of the second pay period. Employees are eligible to use earned vacation leave after six (6) months of employment. The department director can waive the six-month waiting period. Regular part-time employees earn vacation leave on a pro-rated basis.
- 17.1.2 VACATION BIDDING - All vacation must be scheduled with and approved by the department director or designee. Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the department. The primary bid for vacation leave shall be made by November 1st for the following calendar year. The primary bid will follow the process as listed; any employee that wishes to schedule vacation days throughout the following year will choose one occurrence at a time in order of seniority. Once the most senior employee chooses an occurrence, the choice will then be given to the next employee down the seniority list, and so on, until the list has been exhausted. An occurrence shall be defined as one (1) choice of a maximum of fifteen (15) consecutive vacation days. The process will continue until there are no employees left desiring to bid. No employee will be obligated to participate in the primary bid. Any subsequent vacation requests outside of the bidding process shall be taken at a time mutually agreeable to

the employee and the department director or designee on a first-come, first-served basis. The City reserves the right to deny all or a portion of vacation days requested, to include vacation bidding, when such leave would interfere with operations or create an adverse impact on the completion of work.

- 17.1.3 Employees are encouraged to use vacation in the year it is earned. The maximum vacation hours that any employee can carry over from one year to the next is according to the schedule listed in Section 15.1. Where City operations make it impractical for an employee to use his/her vacation time, the City Manager may authorize the employee to carryover more hours, provided that the employee submits a request to carryover the additional hours that includes an explanation of why he could not use all the hours over the maximum carryover amount in that year and details a plan to make sure he will not carryover more than the maximum the following year. This request must be endorsed by the department director.
- 17.1.4 Upon separation from employment, employees shall be paid for all accrued but unused vacation time on their final paycheck at their current straight-time rate. Employees who are retiring are encouraged to use unused vacation time prior to the effective date of their retirement. Retiring employees may be paid for that portion of unused vacation time that does not create a retirement financial liability or obligation for the City on their final paycheck.
- 17.2 HOLIDAYS - An employee is eligible for a paid holiday if he or she is on paid status during the work day before and after the holiday. Employees shall receive the following holidays off with eight (8) hours of compensation at their regular straight-time hourly rate of pay:

New Year's Day	January 1
Martin Luther King Jr. Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25
16 hours of Floating Holiday	As scheduled by employee and approved by supervisor

Des Moines City Hall will close at 12:00 noon on Christmas Eve, December 24.

- 17.2.1 The above holidays shall be observed on those dates set by State law. Any holiday falling on a Sunday shall be observed on the following Monday. Any holiday falling on a Saturday shall be observed on the preceding Friday.
- 17.2.2 If a holiday occurs while an employee is on vacation or sick leave, the holiday shall be utilized rather than charged against the employee's accrued vacation or sick leave.
- 17.2.3 In the event the observation of a holiday falls on an employee's regular day off, the employee may receive their eight (8) hours of holiday compensation on their next paycheck or, with their supervisor's approval, schedule an alternate day off with eight (8) hours of pay.
- 17.2.4 Employees are eligible to use their floating holiday after six (6) months of employment. The department director may waive this six-month waiting period. The annual floating holiday does not carry over from one year to the next. It must be used in the calendar year earned or

is forfeited. The floating holiday is not compensated in any form upon separation of employment. The City Manager shall have the discretion to designate a particular day during the year as the floating holiday for all eligible employees. The City Manager may take an advisory ballot of all the eligible employees to determine for that year whether the employees wish to leave the floating holiday to individual discretion or to consolidate the floating holiday.

ARTICLE 18 WAGES

- 18.1 The base monthly wage rates effective upon the date of ratification of this Agreement will be as follows effective upon ratification of this agreement:

<u>Grade</u>	<u>Title</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
C-13	Court Clerk	\$ 3,839	\$ 4,031	\$ 4,233	\$ 4,445	\$ 4,667
C-19	Lead Court Clerk	\$ 4,859	\$ 5,101	\$ 5,356	\$ 5,624	\$ 5,905

- 18.1.1 Effective upon ratification of this agreement, the Clerk and Lead Clerk positions will receive a one-time lump sum payment in the form of a signing bonus as follows:

Lead Court Clerk	\$ 1,295
Court Clerk	\$ 1,756

- 18.1.2 This agreement will be reopened for negotiations of a 2017 cost of living adjustment after July 15, 2016.

- 18.1.3 The Employer agrees to conduct a salary study to be completed by July 15, 2016. Any job classifications that are shown to be above the average maximum salary for comparable cities will be red-circled, meaning the individual's salary will not be increased until the reassigned salary range at the new level has met or exceeded his or her present salary.

- 18.2 WORK AT A HIGHER CLASSIFICATION - Employees may be temporarily assigned to perform all the duties of a position in a higher pay grade occupied by a person on suspension, furlough, vacation, or authorized leave of absence, or to a position for which a vacancy exists. When employees who are not leads, temporarily assigned by the Municipal Court Judge (hereafter Judge) or designee, are so assigned to a higher pay range for a period of five (5) days or more, and who perform the full scope job duties of such a position, shall be paid at the first step of the higher pay range or may receive a five percent (5%) pay increase, whichever is higher, for the full period worked in the temporary assignment.

ARTICLE 19 BENEFITS

- 19.1 HEALTH INSURANCE - Regular full-time and regular part-time employees whose positions are budgeted for thirty (30) or more hours per week shall be eligible to participate in the City's health insurance plans. Premiums shall be paid by the City on behalf of eligible employees according to the following schedule:

- 19.1.1 Effective upon ratification of this Agreement, the City will pay ninety percent (90%) of eligible employee's premium and eighty percent (80%) of the spouse and dependents' premiums for the following Association of Washington Cities health insurance plans:
- a. HealthFirst;
 - b. Group Health Cooperative \$10 Copay Plan.
- 19.1.2 Effective upon ratification of this Agreement through December 31, 2016, the City will pay one-hundred percent (100%) of eligible employee's premium and ninety percent (90%) of the spouse and dependents' premiums for the Association of Washington Cities High Deductible Health Plans.
- a. For employees who select a High Deductible Plan for 2016, the City will provide a notional Health Reimbursement Arrangement (HRA) of \$1,500 for employee only coverage or \$3,000 for any family coverage. The City will fund the notional HRA by preloading a benefits debit card for each employee on an annual basis. For new hire employees, notional HRA funding will be prorated based on the number of months covered for the remainder of the calendar year.
 - b. Once the deductible has been met, and the employee has also paid coinsurance costs \$1,500 above and beyond the deductible for employee only coverage, or \$3,000 above and beyond the deductible for any family coverage, the City will pay any further coinsurance costs which apply to the employee's annual out-of-pocket limit.
 - c. Any unused balance in the notional HRA will be rolled into the employee's HRA VEBA account in April of the following year.
- 19.1.3 Effective upon ratification of this Agreement through December 31, 2016, the City will pay one-hundred percent (100%) of eligible employee's, spouse, and dependents premiums for the Association of Washington Cities Plan F dental plan and Plan II orthodontia plan.
- 19.1.4 Effective upon ratification of this Agreement through December 31, 2016, the City will pay one-hundred percent (100%) of eligible employee's, spouse, and dependents premiums for the Association of Washington Cities \$25 deductible Vision Service Plan (VSP).
- 19.1.5 Effective upon ratification of this Agreement through December 31, 2016, for employees who select the HealthFirst plan or the Group Health Cooperative Copay Plan 2 \$10 Copay Plan, the City shall provide a Health Reimbursement Arrangement (HRA) through HRA VEBA, with the following annual contributions from the City:
- a. Employee only: \$580;
 - b. Employee plus dependent(s): \$1,130.

For new hire employees, HRA VEBA funding will be prorated based on the number of months covered for the remainder of the calendar year.

ARTICLE 20 SUBCONTRACTING

- 20.1 The Employer shall not subcontract bargaining unit work without notifying the group during a Labor Management Committee meeting in advance of making the decision. If the City finds that the need for subcontracting still exists, then the City will negotiate the impacts in compliance with the law.

ARTICLE 21 SAVINGS CLAUSE

- 21.1 Should any provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement, and the remaining portions shall remain in full force and effect.

ARTICLE 22 COMPLETE AGREEMENT

- 22.1 All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and for all for whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue unless mutually agreed otherwise.
- 22.2 Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement.

ARTICLE 23 TERM OF AGREEMENT

- 23.1 This Agreement shall be effective upon ratification and shall remain in full force and effect through December 31, 2017. Either party may upon written notice to the other no later than ninety (90) days prior to the expiration of the Agreement of their intent to meet and negotiate a successor agreement.
- 23.2 Notwithstanding the provisions of Section 20.1, this Agreement and all of its terms and provisions shall continue to remain in full force and effect during the course of negotiations on a new Labor Agreement until such time as the terms of a new Agreement have been reached or an impasse has been reached and declared by the Employer and/or the Union, whichever is the sooner; provided however, in no event shall an impasse be declared earlier than one (1) year following the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 29th day of April, 2016.

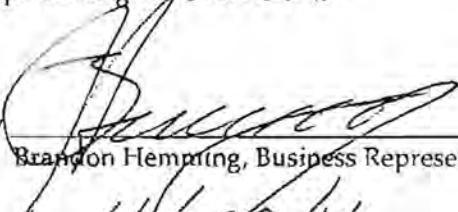
City of Des Moines

By 
Anthony A. Piasecki, City Manager

Date

4/29/16

International Association of Machinists and
Aerospace Workers District Lodge 160
Representing the Court Clerks

By 
Brandon Hemming, Business Representative

Date

4/29/16